

## **Rental guarantee**

### **Guarantor:**

Coöperatieve Rabobank U.A. (also trading under the name: Rabobank), statutorily established at Amsterdam, the Netherlands, having its office at Croeselaan 18, 3521 CB Utrecht, the Netherlands (hereinafter referred to as 'bank')

### **Lessee:**

*Lessee's details*

### **Lessor:**

*Lessor's details*

### **Lease:**

*Lease details (number, date)*

### **Regarding:**

the lease of *Specification of leased property*

### **Guarantee amount:**

*Amount guaranteed*

### **Expiry date:**

*Expiry date of guarantee*

The bank,

taking into consideration that the above mentioned lease has been concluded between the lessor and lessee

declares that it hereby, by means of an independent obligation towards the lessor or the lessor's successor(s) in title, irrevocably and unconditionally guarantees the payment any amount due from the lessee pursuant to the above mentioned lease, or any extension of the lease (including compensation due from the lessee), or on account of services for the lessee performed by the lessor or the lessor's successor(s) in title.

The bank also undertakes – except as stated below – to compensate the lessor or the lessor's successor(s) in title, as its own debt, for all loss incurred on the early termination of the lease in the event of the bankruptcy or suspension of payment granted to the lessee due to its termination by the receiver (*curator*) or by the lessee and the administrator (*bewindvoerder*).

Should the lessee become bankrupt, be granted a suspension of payment or come under statutory debt restructuring for natural persons (Wettelijke Schuldsaneringsregeling Natuurlijke Personen, WSNP), then the lease can be terminated early by giving notice pursuant to Article 39, Article 238 or Article 305 of the Dutch Bankruptcy Act (*Faillissementswet*).

When the lease is terminated on the grounds of one of these articles then the following claims are excluded from this guarantee:

- a. the claims for compensation for loss of rent which would have been due after termination of the lease by notice of termination pursuant to Article 39, Article 238 or Article 305 of the Bankruptcy Act, and

- b. the (loss) compensation claims agreed between lessee and lessor relating to loss of rent as referred to in a.

A request for payment on the basis of this guarantee is solely a valid request under this guarantee if the request contains the written declaration from the lessor or the lessor's successor(s) in title that the request for payment does not relate to the claims as referred to above in a. and b. The bank may rely on the correctness of this statement without any further investigation.

At first written request by the lessor or the lessor's successor(s) in title, by registered letter or courier, the bank undertakes to pay, without requiring any specification of the reasons or further proof, any amount that the lessor demands from the bank in the lessor's written declaration pursuant to this guarantee, with due regard for the exclusion of claims referred to above and the above mentioned written declaration.

These obligations of the bank are limited to the maximum guarantee amount.

Unless the lessor or the lessor's successor(s) in title lodges any (latent) claims on the lessee in writing with the bank before the expiry referred to below, this guarantee expires six months after the date on which the leased property is actually vacated and the lease is terminated – the expiry date of which is set by a binding decision of the lessor or the lessor's successor(s) in title – or on the earlier date on which the lessor or the lessor's successor(s) in title returns this guarantee to the bank together with the written notification that the lessor or the lessor's successor(s) in title have no further claims on the lessee or the bank. However, this guarantee expires in any case in full and automatically on the expiry date.

This guarantee is governed by Dutch law. Disputes relating to this guarantee can only be submitted to the competent Dutch court.

On expiry, this guarantee must be returned to the bank at the above mentioned address.